BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM//2024-25/IND0076/CALL-2

BIDDING DOCUMENTS

FOR

"For Procurement & Commissioning of CT & PT Test Bench for MT Divisions BMASZ, BRAZ & CTAZ of BESCOM".

ISSUED BY:
The General Manager Ele.,
Meters & Commercial Section,
1st floor, 2nd Block, Corporate Office,
BESCOM, K.R. Circle,
Bangalore–560 001.
Email:gmmcom123@gmail.com/gmcom@bescom.co.in

Section - I

INVITATION FOR BID (IFB)

1. Introduction:

Bengaluru Electricity Supply Company Limited invites tender vide Enquiry No: **BESCOM//2024-25/IND0076/CALL-2 in two covers** system (Techno Commercial Bid and Price Bid) through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) **for "Procurement & Commissioning of CT & PT Test bench Equipment as per BESCOM specifications for the use in MT Divisions BMASZ, BRAZ & CTAZ of BESCOM".**

1.1. Notification Inviting Bids:

1	Enquiry No.	BESCOM//2024-25/IND0076/CALL-2
2	Required number of CT & PT test bench equipment	1. CT Test Bench - 3 Nos. 2. PT Test Bench - 3 Nos.
3	Amount Put to tender	**₹ 6.97 Crores**
4	Tender processing fee	Refer KPPP website https://kppp.karnataka.gov.in
5	Earnest Money Deposit	The bidder shall pay EMD of ₹ 6,97,380.00 (Rupees six Lakhs ninety seven thousand three hundred and eighty only). a. The EMD for Rs 6,97,380.00 (Rupees Six Lakhs ninety seven thousand three hundred and eighty only) shall be made through any one of the e-payment modes mentioned in the Karnataka Public Procurement portal of Government of Karnataka. (https://kppp.karnataka.gov.in). b. The PEMD (Permanent Earnest Money Deposit) holders shall also pay EMD amount. c. Government/ Quasi Government/ Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids. d. Bids received without accompanying the requisite EMD are liable for rejection. e. The bidder shall upload the scan copy of the Bank Guarantee towards EMD in the slot provided for BG in KPPP portal failing which the offer will be rejected in the KPPP portal.
6	Date of availability of Bids	From 22.11.2024 onwards

7	Due date for submission of Bids	07.12.2024 till 16:00 Hours
8	Tender System	Two Cover Tender
9	a) Date of opening of Technical bid b) Date of opening of Price Bid	a) 09.12.2024 till 16:15 Hours b) Will be opened after the Techno-commercial Evaluation.
10	a) Pre-bid Meeting date b) Venue	a) 28.11.2024 at 12:30 Hours b) Office of the General Manager (Ele).,Meters & Commercial, 1st floor, Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001
11	Validity of Bids	Bids shall be valid for 180 (One Hundred Eighty) Days from the date of opening of Techno-Commercial Bids.

1.2. Variation in Quantity:

During the execution of the Contract, the BESCOM reserves the right to increase or decrease the quantities without any change in unit price or other terms & conditions. Such Variations shall not be subjected to any limitations but the total variation shall be limited to a percentage not exceeding 25% of the Value of the contract. For quantity variation, the matter shall be referred to the GM (M&C), BESCOM. The base unit rates, as identified in the Contract shall remain constant during the currency of the Contract.

1.3. Scope of work:

Scope of work involves supply & Commissioning of CT & PT test Bench as per BESCOM specifications for the use at MT divisions BMASZ, BRAZ & CTAZ of BESCOM along with necessary accessories and operation manual.

1.4. Qualifying Requirements:

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
A.	**Technical requirements:**	
1	The bidder should be in existence as any of the following. a) company, incorporated in India under the Companies Act, 1956/ 2013 including any amendment thereto;	1. Certificate of incorporation issued by Registrar of Companies as per Companies Act 1956/ 2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date.

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	b) LLP incorporated in India under the Limited liability Partnership (LLP) Act, 2008 including any amendment thereto; C) i. Partnership Firm under Partnership Act, 1932 in India; ii. Sole Proprietorship concern	1.Certificate of Incorporation issued by Registar of Companies as per LLP Act 2008. 2.Limited liability Partnership Agreement of LLP. 3.Form 11-Annual Return filed by LLP to Registrar of companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial years. C) 1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable. 1. PAN/GST Registration certificate.
2	The Tenderer should be the Original Equipment/Goods Manufacturer (OEM) or an authorized dealer of the OEM.	Notarized Self-Declaration in case of OEM OR Manufacturer Authorization Form (MAF) (prescribed format as per **Annexure-1**) from the OEM in case the bidder is an Authorized licensed agent/ dealer/ reseller for all hardware. The dealer shall be authorized with the OEM not later than December-2023.
3	Tenderer should be a manufacturer of the OEM who must have manufactured, tested and supplied latest design as per applicable Standards of CT and PT test bench at least 80% i.e 4 nos of the quantity required in any one of the last 3 (three) completed Financial Years (i.e. FY 2021-2022, 2022-2023 and 2023-2024) to any DISCOMs/ Electrical utilities/ Electricity Boards in India. OR Tenderer, as authorized dealer of the OEM must have supplied latest design as per applicable Standards of CT and PT test bench at least 30% i.e 2 nos of the quantity required in any one of the	Details of executed Purchase orders along with order completion certificate issued by an officer not below the rank of Executive Engineer (El.) or equivalent. Details of past supplies shall be uploaded in the prescribed format as per **Annexure-2**.

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	last 3 (three) completed Financial Years (i.e. FY 2021-2022, 2022-2023 & 2023-2024) to any DISCOMs/ Electricity Electrical utilities/ Electricity Boards in India. However, it is 40% i.e 2 nos in any one of the last 2 (two) years with respect to Micro and Small Enterprises.	
4	The tenderer should furnish the information on all past supplies and satisfactory performance for the materials supplied to any DISCOMs/ Electrical utilities/ Electricity Boards in India.	Performance certificate issued by an officer not below the rank of Executive Engineer (El) or equivalent. Details of satisfactory performance shall be uploaded in the prescribed format as per **Annexure-3.**
5	The Tenderer should have its own service center & trained engineers dedicated for trouble shooting & technical support permanently posted in India.	Notarized Self-Declaration along with details of Service Centers in the prescribed format as per **Annexure-4**.
6	The tenderer should have valid Calibration certificates for Electrical apparatus i.e. Standard CT, Current Burden box-1A/5A and measuring comparator unit for CT test bench. Similarly for PT test bench Standard PT, Potential Burden, measuring comparator unit for PT test bench which is not older than one year as on the date of bid submission	Valid calibration certificates from any NABL accredited laboratories.
7	The Tenderer should have valid ISO 9001 certification.	Relevant Certificates

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
8	The Tenderer should upload the GTPs of the CT and PT test bench intended to be supplied and to be as per the specification.	GTP
9	The techno-commercial responsive bidder shall arrange to demonstrate the offered equipment at the time specified by BESCOM.	Notarized Self-Declaration
B. Financial Requirements:		
10	If the Tenderer is OEM/ authorized dealer of the OEM of the Goods, then the **Average Annual Turnover of the Tenderer should not be less than the amount put to tender for the last 3 (three) preceding Financial years** (i.e. FY 2020-2021 2021-2022 & 2022-23). However, it is 50% in the last 2 (two) years with respect to Micro and Small Enterprises.	The bidder shall upload the annual turnover and certificate for average annual turnover from a Statutory Auditor/ Chartered Accountant along with audited annual accounts for the respective financial years in the prescribed format as per the **Annexure-4**.
11	The tenderer should have Liquid assets as on 31.12.2023 or later date before submission of bid consisting of Cash at Bank + Term deposits + availability of fund based credit facility in any Nationalized/Scheduled Commercial Bank shall not be less than 25% of Amount put to tender i.e. Rs 1.7425 Cr	Certificate from the Nationalized / Scheduled Commercial Bank. If the tenderer has banking with more than one bank, then the available liquid assets shall be on same date from all the banks.
C. General Requirements:		
12	Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:	Tenderer shall upload the notarized self-declaration in the prescribed format on the Tenderer letter head.

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
	i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. iv. Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v. Defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission	

Sl. No.	Pre- Qualifying Requirements	Documents to be uploaded by the Tenderer
13	A certificate for having read the clauses is required to be submitted/uploaded by the Tenderer separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Notarized Self-declaration certificate in the prescribed format shall be uploaded.

1.5. GENERAL CONDITIONS:

1. Bidder shall upload GST registration certificate issued by the competent authority.
2. If part or full price sheets or prices are exposed in the Techno-Commercial Sheets or Techno-Commercial Bid by the Bidder, then the offer of the Bidder will be rejected.
3. BESCOM reserves the right to call for submission of original documents uploaded at its discretion for verification to ascertain the authenticity of the documents during evaluation.
4. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
5. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection. Conditional offers are liable for rejection.
6. In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may result in forfeiture of the bid security, disqualify the offer of

such bidder and black list the firm. If in the event of information furnished by Bidder is found to be false during the execution stage, then BESCOM at its liberty may take action to cancel the works awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

7. Before Bidding for the above works, the Bidder shall fully familiarize himself with the site conditions and general arrangements, etc. Though the Owner shall endeavor to provide the information, it shall not be binding for the Owner to provide the same. The Bidders are advised to visit the Site and acquaint themselves with the Topography, infrastructure, Soil conditions and Design Philosophy. The Bidders shall be fully responsible for providing all Equipment, Materials, System and Services specified in their Scope or otherwise which are required to complete the Construction and successful Commissioning of the work in all respects in this Tender. Non-familiarity with the site conditions will not be considered for extra Claims and for not carrying out the Work in strict conformity with Drawings and Specifications.
8. Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves the right to assess the Capability/suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.

Section-II

INSTRUCTIONS TO BIDDERS (ITB)

1. Understanding of Bid Documents:

1.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

1.2 Clarifications on Bid Documents:

The interested eligible Bidders may obtain further information from the office of General Manager, Meters & Commercial, 1st floor, Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001.

a) Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the General Manager Ele., (Meters & Commercial), 1st floor, Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001 or by sending an Email to **/ gmmcom123@gmail.com/gmcom@bescom.co.in** on or before the date and time as mentioned in the KPPP-Portal.

b) A pre-bid meeting will be held on date notified as per calendar of events. All the interested bidders who require clarifications on any aspect of this Request for Proposal (RFP) shall submit the queries on or before as per date notified in calendar of events.

c) The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in KPPP- portal and such amendment will be binding on the bidders.

d) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the KPPP-Portal. and need to mention their firm credentials along with online queries.

e) The Bids are invited and are to be submitted through Electronic Mode only. The Bid Notification and the Bidding Documents are available on website https://kppp.karnataka.gov.in. The Bidders can download the tender documents from the said portal on or after the date notified (free of cost). Further the last date & time for receipt of Bid and opening of techno commercial bid is as per calendar of events. In addition, when submitting bids via the KPPP portal, a tender processing fees must be paid on the KPPP portal https://kppp.karnataka.gov.in.

f) Bids must be accompanied by required EMD which will be paid online through KPPP portal.

g) Any clarifications about e-payment contact KPPP help desk for any issue.

h) Verbal clarification and information given by the BESCOM or his employee(s) or his representative(s) shall not in any way be binding on the BESCOM.

1.3 BID DETAILS:

1. Cost of Bidding:

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre-bid and post-bid discussions, technical and other presentations etc. and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. Amendment to Bidding Document:

2.1 At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

2.2 The amendment will be issued in KPPP-portal and such amendment will be binding on them. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

2.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

2.4 Such amendments, clarifications, etc. shall be binding on the Bidders and shall be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

3. Language of Bid:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM, shall be written in the English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

4. PERIOD OF VALIDITY OF BIDS :

4.1 Bids shall be kept valid for acceptance for a period of 180 days from the date of opening of Bids, excluding the date of Bid opening. A Bid valid for a shorter period shall be rejected by the BESCOM as non- responsive.

4.2 In exceptional circumstances, the BESCOM may solicit the Bidder's consent to an extension of the period of the validity. The request and the response there to shall be made in writing. In the event the extension is granted, the Bidders will not be permitted to modify their Bids.

5. BIDDING DOCUMENTS:

5.1 The goods required, works to be executed, bidding procedures & contract terms are prescribed in the Bidding documents.

5.2 The Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk & may result in the rejection of the Bid.

6. CLARIFICATION ON BIDDING DOCUMENTS:

6.1 A bidder required any clarifications regarding Bidding documents may notify the General Manager Ele., (Meters & Commercial), BESCOM in writing or e-mail to **gmcom@bescom.co.in/ gmmcom123@gmail.com** on or before date notified in the portal. Response will be given to any request for clarification of the Bidding documents received not later than prior to the deadline given.

6.2 The bidder is required to carefully examine the specifications and documents and fully familiarize himself as to all the conditions and matters which may, in any way, affect supplies and services to be provided and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/clarification.

6.3 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

7. AMENDMENTS OF BIDDING DOCUMENT:

7.1 At any time prior to the deadline for submission of Bids, the Engineer in charge may, for any reason whether at his initiative or in response to a clarification requested by a Bidder, modify the Bidding documents by amendment.

7.2 The amendment will be issued in KPPP portal and such amendment will be binding on them.

7.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, the Engineer-in-charge may at his discretion extend the deadline for submission of the Bids.

7.4 In the event of information furnished by the bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders which may lead to forfeiture of the bid EMD/security and BESCOM may further disqualify the offer of such bidder, and black list the firm. In the event of information furnished by bidder is found to be false during the execution stage then BESCOM is at liberty to cancel the works awarded encash the performance guarantee executed against the contract and may blacklist the firm and recover losses and levy liquidated damages.

8. BID FORM:

8.1 The bidder shall upload all the documents & documentary evidences in the KPPP website.

8.2 The bid must contain the name, designation and places of business of the person or persons making the bid and must be signed and sealed by the bidder with usual signature. The name(s) of person(s) signing should also be typed or printed below the signature(s).

9. SUBMISSION OF BID:

9.1 Bids shall be submitted in 2 parts viz., Techno Commercial Bid & Price Bid.

9.2 Any Bid received after the dead line prescribed for submission of Bids will be rejected.

9.3 Further no modification or withdrawal of Bid shall be allowed after the deadline. The

General Manager Ele.,(Meters & Commercial) will open the Bids on the date & time noted in "Notification Inviting Bids" at the office of the General Manager Ele.,(Meters & Commercial), BESCOM, and K.R. Circle, Bengaluru-560001.

10. DOCUMENTS COMPRISING THE BID:

10.1 The bidder shall submit bid sheets inclusive of Technical data as enumerated in the bidding documents indicating the equipment to be supplied and services to be rendered, quantity and prices.

10.2 Documentary evidences should be furnished to establish that the bidder meets the qualifying requirements.

10.3 Bid form duly signed by the authorized signatory of the bidder, Bid proposal sheets duly filled in and signed and complete in all respects.

11. INFORMATION REQUIRED WITH THE PROPOSAL:

11.1 Oral statements made by the Bidder at any time regarding quality or arrangements of the equipment or any other matter will not be considered.

11.2 Standard catalogue pages and other documents may be used by the Bidder in the Bid to provide additional information and data as deemed necessary by the Bidder.

11.3 As regards the provision of the Bidding documents other than those listed in the Bid document, in case the 'Proposed information contradicts the Specification requirements', specifications requirements shall govern, unless otherwise brought out clearly in the technical/Commercial deviation schedule, in the Bid.

11.4 No deviation whatsoever, in the following conditions of the Bidding documents is permitted.

- Validity of offer
- EMD
- Contract Performance security
- Payment terms
- Guarantee
- Technical conditions
- Liquidated damages, Penalty for delay
- Completion / commissioning period

11.5 Bidders are advised that while making Bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above will be disqualified.

12. BID PRICES, TAXES & DUTIES:

12.1 Bidders shall quote FIRM prices and the same shall remain binding on the bidder throughout the contract period.

12.2 Any alteration in the rates etc. will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

12.3 The Bidder shall furnish Unit computed FORD price inclusive of all applicable taxes and duties in the KPPP- portal and also furnish the breakup of prices. The breakup

of prices should contain Ex works price and applicable GST on KPPP-portal.

12.4 Statutory Taxes and duties will be paid as indicated by the bidder in the Price Bid.

12.5 If there is any concession/reduction in the taxes and duties by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

12.6 If there is any enhancement in the statutory taxes /introduction of new tax, due to change in policies by the Central/State Government then such enhanced taxes/ any new taxes will be payable by BESCOM.

12.7 No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the Contractor.

12.8 The Bidder shall quote FIRM prices and no price variation is allowed under any circumstances. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, its bid will be rejected and the amount of Bids security will be forfeited.

12.9 The Bidder shall quote prices only in Indian Rupees.

13. OPENING OF THE BIDS & PRELIMINARY EXAMINATION:

13.1 General Manager Ele.,(Meters & Commercial), BESCOM will open the Bids on the specified date & time.

13.2 If the date of the opening of tender happens to be a holiday, the same will be opened on the next working day.

13.3 General Manager Ele., (Meters & Commercial), BESCOM will examine the Bids to determine whether they are complete, whether the Bidder satisfies the eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

14. LOCATION OF SUPPLY:

14.1 The materials/equipments being procured through this tender shall be supplied by the contractor to the Stores of BESCOM mentioned in the Purchase Order/Dispatch Instructions.

15. EVALUATION OF THE TENDERS:

15.1 The techno – commercial evaluation: For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation & conforming to technical specifications.

15.2 The Techno-commercial Bids will be evaluated on the following points but not restricted to the same.

a) Payment of the EMD,

b) Qualifying Requirements,

c) Completeness of the offer to carry out all the works as per requirement.

d) Technical requirements as per specifications, & conforming to all terms and conditions, without any deviations.

e) Delivery schedule

f) Acceptance for payment terms & conforming to all terms and other commercial conditions etc., as specified in the terms and conditions of the Bid.

15.3 However, the General Manager Ele., (Meters & Commercial), may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute to a material deviation provided, such waiver does not prejudice or affect the techno-commercial terms & conditions.

16. OPENING OF THE PRICE BIDS & PRELIMINARY PRICE EVALUATION:

16.1 The price Bids of "Techno-Commercial" responsive Bids shall only be opened.

16.2 Conditional tenders are liable to be rejected at the discretion of the tender accepting authority.

16.3 The General Manager Ele., (Meters & Commercial) will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

17. Evaluation Criteria:

17.1 Evaluation will be done taking into account the total cost of the items quoted in the bid to identify the L1.

17.2 Notwithstanding any of the clauses, the General Manager Ele.,(Meters & Commercial) reserves the right to accept or reject any Bid and to annul the Bidding process and reject all the Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder/Bidders of the grounds for the General Manager Ele.,Meter & Commercial's action.

18. DISCOUNTS/REBATES :

Discounts/rebates whatsoever shall not be considered for evaluation purposes.

19. NOTIFICATION OF THE AWARD:

19.1 Prior to the expiration of the period of Bid validity, BESCOM will notify the successful Bidder in writing by registered letter or by e-mail that his Bid has been accepted.

19.2 The final acceptance of the Bids will rest with the General Manager Ele., Meter & Commercial, who does not bind himself to accept the lowest or any Bid or assigning any reason what so ever.

19.3 The authority competent to accept the tender reserves the right to reject any or all

tenders or award contract only in part without assigning any reasons whatsoever. Tenders not complying with any of the requirements cited in the bid are liable for rejection at the discretion of the General Manager Ele., Meter & Commercial. The Bidders shall be presumed to have carefully examined the conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc., pertaining to the work.

19.4 The Bidder shall abide by the rules in force regarding Workman's Compensation act.

20. PERFORMANCE GUARANTEE/ SECURITY DEPOSIT & CONTRACT AGREEMENT:

20.1 The Successful Bidder shall remit within 15 days from the date of letter of intent to award of his tender a PERFORMANCE GUARANTEE/ SECURITY DEPOSIT in the form of Bank Guarantee from the Scheduled Commercial Bank endorsed in favour of General Manager Ele.,(Meters & Commercial), BESCOM, Bengaluru. The Performance Bank Guarantee amount shall be equal to five percent (5%) of the awarded value valid for a period of 66 months and it shall guarantee the faithful performance of the Contract in accordance with the Terms & Conditions specified in the Documents & Specifications. All expenses incurred for completing and stamping the contract agreement shall be borne by the successful firms.

20.2 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

20.3 The above performance guarantee shall be furnished on the day of execution of the agreement. If the Contractor fails to furnish the performance guarantee and execute the Contract Agreement within 15 days, the EMD shall stand forfeited.

20.4 The successful Bidder shall enter into an agreement with BESCOM within 15 days from the date of letter of intent to award of his tender according to the conditions of Contract, on Karnataka Government non-judicial stamp paper of value Rs.200/-.

20.5 The Security Deposit/BG will be discharged at the end of successful completion of Guarantee period.

20.6 The CT & PT test bench equipment and its accessories shall be guaranteed for a period of 66 months from the date of receipt of equipment in stores. The CT & PT test bench equipment found defective within the above guarantee period shall be repaired / replaced by the supplier free of cost (including transportation responsibility) within one month of receipt of intimation.

20.7 The bidder should provide a standby 1 No of CT & PT test bench equipment till the faulty CT or PT test bench get repaired and returned. After the replacement / repairs / rectification, the accuracy shall not be affected. Test report and calibration certificate shall invariably be submitted after rectification / repairs. If defective CT & PT test bench is not replaced / repaired / rectified within the specified period as above, BESCOM reserves the right to initiate action against the vendor/successful bidder.

20.8 BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

21. QUALITY ASSURANCE PLAN (QAP):

21.1 The manufacturer shall have a comprehensive quality assurance program at all stages of manufacture for ensuring products giving reliable, trouble free performance. Details of the bidder's quality assurance and test set up shall be furnished with the bid. A detailed quality assurance program shall be finalized with the successful bidder during the award stage. Bidder shall furnish following information along with his bid:

a. Organization structure of the manufacturer and his main sub-suppliers.
b. Copy of system manual showing 'QAP' (Quality Assurance Plan) as actually practiced during manufacturing and final testing.
c. Stage inspection of product before final testing.
d. Procedure adopted for 'In-situ' testing of PCBs, after placement of surface mounted component, for quantitative parametric variation of tolerance by self or sub-contractor.
e. Testing and calibration facility, date of calibration of test bench, manpower data of bench operators.
f. Sample copies of test certificate of bought out components.

Note: The manufacturer shall have all the facility in his works for design, assembly, quality assurance, testing and qualified team of technical engineers.

21.2 The offers shall be in General Conformity with the Specifications. Any Technical/Commercial Deviations from the Specifications shall be clearly brought out in the Offer.

21.3 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have,

(a) Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or
(b) Record of poor performance such as poor quality of Product, not properly completing the Contract, inordinate delays in supply completion, or financial failures etc.
(c) Purchaser will reject the offer if all the required data on qualifying requirements are not furnished in the Technical Bid.
(d) Bids will be rejected outright, if the Guaranteed Technical Particulars (GTP) are not furnished with the Technical Bid.
(e) The Bidder shall furnish documentary evidence in support of the qualifying requirements stipulated as above.
(f) The Bidder shall have adequate installation facilities and capacities including quality control.
(g) The offers shall be in Conformity with the Specifications. Any Technical/Commercial Deviations from the Specifications shall be clearly brought out in the Offer.

21.4 The firm shall display the maximum price duly indicating the basic price, tax etc. and produce all records for payment of taxes to concerned authorities when demands.

22. Cyber Security Compliance:

22.1 All prospective bidders shall adhere to BESCOM circular– No: BESCOM/BC-01/DGM (TIC)/2021-22/CYS-01 dated 22-Jun-2021, Sub: Testing power system equipment for use in Supply system and Network in the country for Cyber Security.

22.2 In the recent days, cyber-attacks have increased on an un-measurable scale due to the vulnerabilities in the Power Supply System and Network (IT/OT/IoT Systems).

22.3 Hence in accordance with MoP, GoI, and Order No. 25-11/6/2018-PG dated 02.07.2020, the successful bidder shall strictly adhere to directions issued by MoP in afore mentioned order which is as follows:

22.4 All equipment, components and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/Trojans/cyber threat and for adherence to Indian Standards.

22.5 All such testing shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).

22.6 Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by or subject to the jurisdiction or the directions of these "prior reference" countries will require permission of the Government of India.

22.7 Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP).

22.8 Cyber Security Conformance - Protocols, Standards & Testing Laboratories

- The successful bidder shall strictly adhere to MoP, GoI order No. 12/34/2020-T&R dated 08.06.2021.
- The successful bidder shall follow the protocols as listed below (if applicable) for Cyber Security conformance testing in order to protect sensitive and critical infrastructure.

Sl No.	**Equipment**	**Communication Protocol Conformance Standards**	**Protocol Security Conformance Standards**	**Designated Laboratories**
01	Remote Terminal Units (RTUs) & PLCs with IEC communication protocols	IEC 60870-5-101/IEC 60870-5-104	IEC 60870-5-7 Security extension & IEC 62951 series (specifically IEC 62351-100 parts 1 & 3)	Central Power Research Institute (CPRI), Prof Sir C V Raman Road, Sadashivanagar P O Bengaluru-560080, Karnataka.
02	Intelligent Electronic Equipment / Numerical Protection Relays / Bay Control Units/Bay Protection Units, Gateways, Transformers Tap controller/changer, etc. with IEC 61850 communication	IEC 61850-5 to IEC 61850-10		CPRI

	protocol.			
03	Smart meters with IEC 62056 communication protocols	IEC 62056 series/DLMS & IS 15959 series and IS 16444 series	IEC 62056 series/DLMS & IS 15959 series and IS 16444 series	1. CPRI. 2. ERDA, Vadodara-Gujarat. 3. Yadav Measurements Pvt Ltd (YMPL), Udaipur – Rajasthan.
Information Technology (IT) Equipment / Products				
04	Information Technology (IT) Equipment (Main/Backup/Disaster recovery (DR) Control Centre/Substation control centre IT equipment).	All IT products procured / supplied shall have a valid certificate of Common Criteria as per ISO/IEC 15408 issued by signatories of the Common Criteria Recognition Agreement (CCRA). **Note:** Import / procurement / supplied from vendors sourcing from prior reference countries, the certificate for Common Criteria shall be from Government Laboratories in India according to the IC3S scheme operated by Ministry of Electronics and Information Technology, which is a signatory to CCRA.		

22.9 The successful bidder shall ensure that all the equipment/components to be provided/ used in the Power Supply System and Network shall strictly adhere to the guidelines and Protocol Security Conformance Standards as stated above table.

22.10 The successful bidder shall get the products/ equipment supplied tested from the designated laboratories for communication and other protocol security conformance standards as stated in the above table.

22.11 The successful bidder shall strictly adhere to the test cases, test procedures and testing criteria for various identified products as detailed in Annexure-2, Annexure-3 and Annexure-4 of MoP, GoI order No. 12/34/2020-T&R dated 08.06.2021.

Section-III

GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION OF TERMS:

In these general conditions and specifications, the following expressions shall have the meanings herein assigned to them, unless there is something in the subject or context inconsistent with such meaning.

a. "BESCOM" shall mean the BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED, which has jurisdiction over the area of works, and its successor, if any.

b. "Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

c. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

d. The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent

of the property or capital or profits of such association or body of individuals;

(iv)Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

e. "Contract and Contract Documents" shall mean and include the General conditions of Contract, Special Conditions, Specifications, Schedule of Prices, drawings and the stamped agreement.

f. "Contractor" shall mean the tenderer / bidder whether a firm; registered company, partnership or an individual, whose tender has been accepted by BESCOM or by the Officer duly authorized on behalf of BESCOM, and who has entered into agreement with the BESCOM for due fulfillment of the Contract and shall also include legal representatives, successors and assignees of the tenderer.

g. Successful Bidder" shall mean the Bidder whose bid has been evaluated and accepted for the Award of Contract.

h. 'Owner'/ "Purchaser "shall mean the Bengaluru Electricity Supply Company Limited (BESCOM) and shall include its Legal Representatives, Successors and Assignees.

i. "Division" shall refer to the respective Meter Testing (MT) division of the BESCOM directly in charge of the works.

j. 'Engineer' shall mean the Officer appointed in writing by the Owner to act as Engineer from time to time for the purposes of the Contract and "Engineer" shall also include the Chief Engineer and/or Superintending Engineer and/ or Executive Engineer and /or Assistant Executive Engineer and / or Assistant Engineer of BESCOM.

k. The term 'Contract Price' shall mean the lump sum Price comprised of Unit Price including all taxes and charges quoted by the Contractor in his Bid with additions and/or deletions as may be mutually agreed and incorporated in the Letter of Award, for the complete Scope of the Works.

l. "Specifications" shall mean the specifications annexed.

m. Words used in singular shall also include the plural and vice versa where the context so demands.

2.0 CONTRACTOR TO INFORM HIMSELF FULLY:

The Contractor shall in writing get necessary clarifications by the Engineer in respect of the meaning of any of the conditions set forth in the Contract documents.

3.0 PRE-DESPATCH INSPECTIONS:

a. BESCOMs representative before dispatch may carry out the inspection. The manufacturer shall grant free access to the BESCOM's representative, at a reasonable time.

b. The bidder shall provide at his cost, all the facilities to carry out the tests at the time of inspection of these equipments at the manufacturer premises as per sampling plan of relevant IS.

c. All acceptance tests and inspection shall be done at the place of the manufacturer unless otherwise especially agreed upon by the Bidder and BESCOM at the time of purchase.

d. The contractor shall give the representative of BESCOM 15 days' notice in writing, the date and place at which the equipment will be ready for testing.

e. Where the contractor provides for tests on the premises of the contractor, the contractor shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of the utility to carry out such test efficiently.

f. The bidder shall provide the inspectors representing the BESCOM all reasonable facilities without charge, to satisfy himself that the equipment is being furnished in accordance with this specification during stage inspection, if any and final inspection.

g. During inspection, if the instrument does not meet the required specification & test results found not satisfactory then it shall be liable for rejection. Calibration Certificates of all associated equipment's shall be furnished at the time of factory inspection.

4.0 Test Certificate:

All tests viz., Type tests and routine tests as per relevant ISS/BSS etc., shall be conducted and test certificates shall be forwarded well in advance before the dispatch of the materials duly signed by responsible officer of supplier's organization for company's approval. The material shall be dispatched only after receipt of test reports by the company and after issue of Dispatch instruction.

5.0 Inspection of the finished product:

The equipment will also be inspected & tested on receipt. In case any material is found to be not in conformity with the technical specifications, the same will be rejected or even the entire consignment. The firm has to replace them by good ones immediately.

The rejected materials shall be collected by the supplier at his own cost. The company may accept replacement if it conforms to the specification.

6.0 QUALITY CONTROL:

BESCOM may send a team of experienced engineers for assessing the capability of the bidder or their principals for manufacturing of CT & PT test bench equipment as per this specification. The team shall be given all assistance and co-operation for inspection and testing at the bidder's work station. The Bidder shall facilitate for carrying out the testing of the intended equipment.

7.0 CT & PT TEST BENCH TESTING FACILITIES:

The Contractor or their principals/manufacturer shall have the necessary minimum testing facilities for carrying out various acceptance and routine tests. A list of machinery /equipment and testing facility available at their Works shall also be

furnished along with the offer.

8.0 DELIVERY TERMS AND CONDITIONS:

The Contractor shall complete the supply & commissioning of the tendered material **within 20 (Twenty) weeks** from the date issue of Purchase Order. However, BESCOM at its discretion may alter the delivery schedule while placing the Purchase Order.

9.0 PACKING AND FORWARDING:

a. The CT & PT test bench equipment shall be packed in cartons/crates suitable for vertical/horizontal transport as the case may be, and suitable to withstand handling during transport and outdoor storage during transit. The supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbol. Proper arrangement for lifting, such as lifting hooks or handles etc., shall be provided. Any material found short or broken inside the packing cases shall be supplied immediately by supplier without any extra cost.

b. The packing shall be done as per the manufacturer's standard practice. However, packing should be safe and water- proof and manufacturer should ensure the packing is such that, the material should not get damaged during transit by rail/Road.

c. Each consignment shall be accompanied with a detailed packing list containing the following information.
   i) Name of the consignee
   ii) Details of consignment.
   iii) Destination
   iv) Handling and packing instructions.

10.0 ACCEPTANCE OF SUPPLIES:

All or any equipment/materials supplied against this contract will be subject to the inspection, approval of the officer in charge of stores, or any other officer deputed for the purpose to the works of Manufacturer. The Officer shall be at liberty to reject any or the whole lot, without assigning any reason and his decision in respect of such rejection will be final.

11.0 AFTER SALES SERVICE:

a. The bidder has to indicate clearly the after sales service to be provided by the supplier within guarantee period and outside guarantee period and Addresses of Sales Service Centre, details of Engineers, etc. shall be submitted along with the offer. The supplier shall have service center or authorized service partner within the jurisdiction of Karnataka state.

b. After the tender has been accepted by BESCOM or by any Officer duly authorized by the BESCOM to accept the tender, all orders and instructions to the firm, except as herein otherwise provided, will be given by the General Manager (Ele.), Meters & Commercial on behalf of the BESCOM.

c. Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Contract/Purchase order and tender

specification that will be final and binding upon BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as "DEVIATIONS" which may be considered if acceptable to BESCOM.

d. After supplying the materials, the bidder shall provide training to field staff at their cost.

12.0 TERMS OF PAYMENT FROM BESCOM:

a. Bills shall be passed and 100% payments shall be arranged at AGM(E&S), Corporate office, BESCOM on certification from respective EE, MT Divisions against supply & commissioning of materials and other documents as specified below,

b. For arranging 100% payment, the following documents will have to be furnished by the Supplier/Contractor.
   i. Inspection report, from the authorized officer of the company, confirming the technical specifications of the test bench in par with bid.
   ii. Invoice in duplicate, stamped and pre-receipted.
   iii. Delivery Challan duly acknowledged by consignee. The payment shall be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the respective BESCOM, Stores.
   iv. Material Acknowledgment Statement (to be furnished by consignee).
   v. Guarantee Certificate.
   vi. The triplicate and quadruplicate copies of the invoices may be sent to the respective consignees for submission of Materials Acknowledgement Statement.
   vii. Approved Test certificate.

13.0 PENALTY:

In case the materials are not delivered within the period stipulated in PO/DWA and not in accordance with the specifications, bidder will be liable to pay penalty to the Company at ½% per week, subject to a maximum of 10% of the contract value of such delayed supplies and also on the undelivered portion of the material.

Also penalty will be levied **½% per week, subject to a maximum of 10% of the contract value** if the materials are not replaced and or repaired within 15 days from the date of report.

Due consideration will be given, however in the levy of penalty for reasons absolutely beyond the control of the contractor for which documentary evidence shall invariably be produced to the satisfaction of the competent authority.

14.0 EFFECT & JURISDICTION OF CONTRACT:

Dispute: In the event of any dispute or difference arising under this contract agreement or that which may arise in future shall be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bengaluru-01 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru only and in case of any dispute between the Agency and the engaged Manpower, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

Arbitration: Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof,

shall be referred and settled under the Arbitration Centre by one or more Arbitrators appointed in accordance with its rules.

15.0 Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a. Natural phenomena, including but not limited to Floods, Droughts, Earthquakes, and Epidemics.

b. Acts of any Government including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will be extended by a reasonable time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

16.0 Termination Of Contract:

In case the agency fails to carry out the contract as per the scope of the work and terms and conditions of the tender or in case the agency has completed any part consignment and failed to complete the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date, the Company shall exercise its discretionary powers on any or all the following:

a. to recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
b. To purchase elsewhere, after giving due notice to the Supplier on account and at the risk of the Supplier such materials not so delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Supplier shall not be entitled to any saving on such purchase made against default.
c. To cancel the purchase order.
d. To forfeit the security deposit if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit.
e. To recover the testing charges.
f. To black list or not to consider future offers for a specified period.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

17.0 DISREGARD OF TENDER CONDITIONS:

The company reserves the right to reject any tender which does not confirm to any of the above conditions.

18.0 CONDITIONS OF SUPPLY:

a. **EXTENT OF WORK:** This tender is for supply of materials to the Bengaluru Electricity supply company Ltd., for the articles or any part of portion thereof tendered for by the supplier and accepted by the BESCOM or any other officers,

duly authorized in that behalf of the said company at the rates and deliveries to the place or places at or within the time specified in the purchase order and without any extra charges or expense to the said company other than that those mentioned in the purchase order.

b. Failure to supply: Failing supply as above, the General Manager(Ele)., Meters and commercial, BESCOM is at liberty and without further notice or reminder to the supplier/Contractor to purchase the same or any portion thereof, on the accounts of and at the risk of the contractor and to prefer a claim for the difference in price for all expenses whatsoever incurred in purchasing the same, which the company is wholly authorized to recover from any money due to the contractors on bills or deposits or any account or in the form of forfeiture of the EMD paid.

19.0 Embossing :

a. It is considered that the letter "BESCOM" shall be etched or embossed as the case may be at a prominent place on each unit.
b. To prevent theft and pilferage, the tenderer is invited to offer his suggestion on this issue.

20.0 Guarantee:

The CT & PT test bench and the accessories to be provided with equipment as per the Technical specifications should be guaranteed for a period of 66 months from the date of receipt in BESCOM stores. The equipment found defective within the above guarantee period shall be repaired/ replaced by the supplier free of cost (including transportation responsibility) within 15 days of receipt of intimation.

21.0 Infringement of patent:

The company will not be responsible for any infringement to any patent right on any materials or equipment offered by the tenderer and should thereby any dispute on this account, the supplier/Contractor shall indemnify the company against all such claims on this behalf.

22.0 Insurance:

As the price tendered are on F.O.R. destination basis, the Supplier/Contractor shall arrange the transit insurance of the goods with their own underwrites and include the same in the price quoted by them. The policy shall be taken out in the name of the supplier/contractor and claims with the insurance shall be pursued by the supplier/contractor themselves in case of shortages/breakages/damage or other claims. The Supplier/ Contractor shall arrange for immediate replacement of materials received, short/damaged/broken etc. without waiting for settlement of their insurance claims.

General Manager,
Meter & Commercial Section,
BESCOM

Annexure-1

Manufacturer Authorization Form (MAF)

Form 3- Original Equipment Manufacturers' Authorization Form[46]
(Refer to Clause 4.4 (A) of the Tender Document)
(To be uploaded in the letter head of the Manufacturer)

No. dated

To

Dear Sir:

Reference : IFT No.....for .....goods/equipments

We who are established and reputable manufacturers of *(name and description of goods offered)* having factories at *(address of factory)* do hereby authorize M/s *(Name and address of Agent/Authorised dealer)* to submit a Tender, and sign the Contract with you for the goods manufactured/to be manufactured by us against the above IFT. The Agents/Authorised dealers registration no. with us is....., dated/since.....

No company or firm or individual other than M/s are authorized to Tender, and conclude the contract for the above goods manufactured/to be manufactured by us, against this specific IFT. *(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Our details are as under:

(a) Name of the Company.....
(b) Complete Postal Address:.....
(c) Pin code/ZIP code.....
(d) Telephone nos.(With country/area codes):.....
(e) Fax No.:(with country/area codes):.....
(f) Mobile Nos(with country/area codes):.....
(g) Contact persons/Designation:.....
(h) Email IDs:.....

Yours faithfully,

.....

[Signature with date, name, and designation]

For and on behalf of Messrs.....

[name & address of the OEM and seal of company]

Annexure-2 & 3

Form 1- Format for Performance Statement for the last three years

Orders placed by (Full address of Purchaser)	Order No and Date	Description of Goods ordered	Quantity of Goods ordered	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Annexure-4

11. Details of Service Support Form

Name of the Service Centre	Number of Technical staff available	Location with address and telephone	Service support facilities that would be provided

Annexure-5

Format for Certificate from Statutory Auditor for Financial Capacity of the Tenderer (To be submitted on the Letterhead of the Statutory Auditor) We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that the Average Annual Turnover for the last three completed financial Year is as follows: (Rs. _____)

Turnover (Rs. _____)			
Financial Year [2021-2022]	Financial Year [2022-2023]	Financial Year [2023-2024]	Average Annual Turnover

This certificate is being issued to be produced before [Name of the Purchaser], for the ["Procurement of Goods and related services for_____"].

Place:
Date

Signature and Seal of the Statutory Auditor clearly indicating his/her membership number